

EXHIBIT 1

DECLARATION OF JILL COKER

1. Since 2012, I have served as Controller for Consolidated Industries, LLC, d/b/a Weather King Portable Buildings ("Weather King").

2. I have reviewed Defendants' Motion for Summary Judgment and supporting documents.

3. Upon Jesse Maupin's termination and the other Defendants' resignation from Weather King, Weather King examined devices and accounts used by the Defendants for Weather King work.

4. One laptop device was left behind at the company's Paris, Tennessee headquarters. We were unable to identify who used the device, among other reasons, because it had been factory reset, such that Weather King could not retrieve any data from the device. The hard drive on the computer used by Barry Harrell appeared to have been intentionally crashed in that the computer was fully functional immediately prior to him leaving Weather King, was not used at all after his departure, and was not functional when an attempt was made to extract data from the device. The computer that was used by Ryan Brown is missing the hard drive.

5. A search of the computer used by Mr. Maupin revealed concerning activity, including that he had emailed himself photographs of:

- a. A Weather King profit and loss statement, a copy of which (as redacted) is attached hereto as Exhibit A;
- b. A Weather King balance sheet, a copy of which (as redacted) is attached hereto as Exhibit B; and
- c. A spreadsheet revealing Weather King's finished building inventory counts by state, a copy of which (as redacted) is attached hereto as Exhibit C;¹

6. Neither Mr. Maupin nor any of the other Defendants had authorized access to any of Weather King's financial statements, including its profit and loss statements and balance sheets. Weather King maintained those documents on its QuickBooks software, and they have been segregated on the software such that Jennifer Hollingsworth (in accounting), Steve Perry (in purchasing/accounting), Kelli Chipman (in accounting) and I are the only Weather King employees who have had access to the financial statements. The financial statements are only shared with Weather King's owners.

7. The financial statements attached as Exhibits A and B were intended for Mr. Boyd, and Mr. Maupin was not authorized to view them, and certainly not to take photos of them and email them to himself. Ordinarily, I have delivered Weather King's financial statements to Mr. Boyd by hand. However, on the day that Mr. Maupin took photographs of the statements, I had to leave the office early in the afternoon and travel out of town. I knew that Mr. Boyd would be coming by the office the following day, and therefore, I printed them out, placed them in a sealed

¹ Certain information set forth in exhibits to this declaration was confidential at one time but no longer has value to Weather King now that the Defendants squeezed Weather King out of the western U.S. market. Therefore, only information that Weather King *currently* considers to be confidential is redacted.

manila envelope with Mr. Boyd's name on it, and left them in a cubicle used by Tim Boyd each week (and that was not used by Mr. Maupin).

8. Weather King's financial statements (including those reflected in Exhibits A and B) are very valuable to the company. They demonstrate how the company has performed, reflect its assets and liabilities, and help its owners posture the company for sustainability and growth. Weather King does not want this information to be in the hands of competitors who could use it to their advantage. Nor does it want the information in the hands of a *potential* competitor (such as Defendants), who could use the information to accurately gauge startup investment requirements and establish a competing business. The company's financial information could not be obtained or duplicated by third parties. The financial statements are created in the normal course of Weather King's business by its accounting personnel and are expensive and time-consuming to compile. The accounting personnel with access to the financial statements have a total monthly payroll of approximately \$25,000.

9. The inventory count spreadsheet attached as Exhibit C shows Weather King's end-of-the-month inventory counts for each month in 2021. This information was confidential and proprietary, and it is not generally known within the business and not known at all by third parties. Although each dealer knows the Weather King inventory on the lots they operate, Weather King does not share its inventory information related to inventory that is located elsewhere.

10. The information in this inventory count document was important to Weather King because we use it to gauge our inventory of buildings and to gauge the supply both for future pricing as well as the next month's manufacturing needs. It is time-consuming to compile the information that is set forth within this document. This document was generated in the normal course of business by Ms. Hollingsworth based on information provided to her by sales representatives and production managers. She is paid for her work, and it takes a considerable amount of time to compile the information that is set forth in this document. The consolidation of this information into one, easy-to-view spreadsheet enhances its value. Obtaining and using this document affords an unfair advantage to a new competitor in the Defendants' position, because they knew how much inventory was available and that Weather King would be forced to part ways with (such as being forced to sell to ABCO) when the Defendants' scheme came to fruition. This, like the other information taken, enhanced the Defendants' ability to replicate the manufacturing and distribution operations accurately, minimizing the waste and inefficiency that a startup without this information would experience.

11. After inspecting Mr. Maupin's computer, Weather King also discovered that the Defendants surreptitiously took over one of Weather King's lease relationships. Weather King has rented property from third parties and used the property as sales lots for its portable buildings. It retains information relating to those arrangements, including the lease documents and other information showing the lessors, location, and rent amount. These agreements are not stored on Weather King's server and are not distributed among Weather King personnel. Weather King considers the terms of those documents to be proprietary because Weather King negotiates those terms through its paid employees and senior management. This information is valuable to Weather King as it works to keep the costs of doing business to a minimum while maintaining prime locations for its sales lot operations and manufacturing shops, and it is harmed if this information were in the hands of a competitor or potential competitor. For instance, a competitor or potential competitor, armed with the knowledge of the lessor of property, the monetary terms of the lease, and the expiration date of the lease, could convince a lessor not to extend the lease or cause

Weather King to pay a higher rent. Weather King does not disclose the lease terms to anyone other than the lessor. We also act under the assumption that the lessors do not want the lease terms disclosed either.

12. Mr. Maupin made false statements to a lessor of a sales lot property in Globe, Arizona, Mr. James Kowalzyk. The lease was set to expire on May 31, 2022, and one of Mr. Maupin's responsibilities was to keep track of this and other leases and let the company know when a lease needed to be renewed. To my knowledge, Mr. Maupin never alerted Weather King's senior management that the Globe lease would be expiring. Contrary to Mr. Maupin's false statements to Mr. Kowalzyk in March of 2022, Weather King fully intended on renewing the lease with the Kowalzyks. Doing so was a mechanism of supporting and growing its ongoing operations in Arizona.

13. The Defendants' suggestion that Weather King publicly distributed sales lot lease information through "dealers settle sheets" is untrue. Any given dealer who operates on a leased sales lot only knows what amount *that specific dealer* pays in rent. No other lease terms are disclosed to the dealer, and no other dealers' rent amounts are shared with other dealers. To be clear, Weather King's dealer settle sheets do not contain the other lease terms and conditions such as the duration of the lease. While the location of the sales lots is not confidential, the terms of the leases of those sales lots are confidential. As noted above, only certain employees have access to the lease terms on a need-to-know basis, and the leases are not stored on the server.

14. Weather King also has reason to suspect that Defendants have misappropriated cost estimates developed by Weather King and used related to its western U.S. operations. An example of cost estimate (as redacted) is attached hereto as Exhibit D. It contains confidential and proprietary information about the costs and profits for portable buildings manufactured by Weather King. This and other cost estimates are created by Weather King senior management, and the cost information data is updated as materials costs change. While the information changes based on costs of raw materials, even older information is useful and any version of this document contains valuable information relating to Weather King's pricing model. These documents analyze the costs of goods sold for each of our buildings, incorporates every piece of material that goes into the building to arrive at a total price. We include the retail price, which then allows for computation of profit for each unit sold. The material costs are updated monthly so that retail pricing can be adjusted accordingly.

15. Weather King has expended countless time and money over the years to compile the information that is set forth in these cost estimates. They are very valuable to Weather King because they detail what it costs to manufacture each of its buildings and the profits it makes to sell each building. These estimates are valuable to a competitor or potential competitor because they would not need to expend the time and effort to figure out how much it costs to manufacture a specific building or the profit margin. The cost and retail pricing information contained in these reports reveals intricate details of Weather King's financial model. Dissemination of this information is incredibly harmful to Weather King and incredibly valuable for a competitor as it would enable them to minimally underprice Weather King. Defendants' claim that "cost estimates are available for every employee to see and use to work with dealers on the possibilities of discounts and sales" is untrue. Weather King has stored on this information on its server, and employees outside of the company's Paris, Tennessee headquarters do not have access to the sever as explained below.

16. A search of the hard drive on the computer used by Defendant Stephanie Gillespie revealed that she had deleted photographs of Weather King raw materials inventory documents. Copies of these documents (as redacted) are attached hereto as Exhibit E. It was not part of Ms. Gillespie's job to have or use this information. These documents detail inventories and other information related to raw materials used for Weather King's buildings. Weather King relies on this information to keep up with what materials needs to be purchased to meet projected demand. This information takes a great of time and effort – by employees who are on payroll – to produce, and they information set forth in these documents took many months to compile.

17. We also discovered that Ms. Gillespie's hard drive contained an export of Weather King's manufacturing software information from NumberCruncher which included item numbers, group assignment (type of building), part type (e.g., assembly vs. service), description of the item, price, and cost. There were around 100 pages of manufacturing documents, reflecting a complete export of Weather King's manufacturing information. Ms. Gillespie had no reason in her job duties to have exported all this information to her desktop. This information was used by Weather King on a daily basis as part of its manufacturing. The value of this information to Defendants is that, again, they could replicate Weather King's operations quickly, easily, and cheaply. By taking this data, the Defendants were in a position to set up American Barn Co.'s software to mirror what Weather King uses, so that all that they had to do was buy manufacturing software (and, thereafter, plug data into the software).

18. During discovery and investigation, Weather King also learned of the Defendants' improper use of other Weather King proprietary information. I have reviewed the documents produced by Defendant Ryan Brown in discovery attached hereto as Exhibit F containing an email and accompanying spreadsheet that Mr. Brown sent to Mr. Maupin's personal email address, westkentuckyqdma@gmail.com, on May 24, 2022. The spreadsheet includes the identity and contact information for each independent contractor driver that Weather King retained in its Western U.S. operations followed by a listing (with contact information) for each Weather King dealer that each respective driver serviced.

19. This spreadsheet was valuable to Weather King because it compiled and integrated all of the pertinent information into one easy-to-view spreadsheet. The driver listing and contact information as organized by dealer was particularly valuable to Weather King. Combined with the other information taken, this document helped the Defendants to take for themselves Weather King's entire western U.S. operations. To my knowledge, the compiled information was not shared outside Weather King employees and perhaps the drivers, and a competitor would not have been in a position to obtain or duplicate the information without taking meaningful time and effort (if at all). This document was created by Mr. Maupin, who was paid a salary for this work.

20. Weather King also has reason to believe that the Defendants have used engineering drawings that Weather King used in the western U.S. for their competing business enterprise. Weather King paid engineers, including Kevin Nolan, tens of thousands of dollars to prepare those drawings. Those drawings had significant value to Weather King. Not only were the drawings necessary to ensure that the portable buildings were manufactured in conformance with the specifications, many state and local governmental authorities require approved drawings from a licensed engineer.

21. The Defendants have suggested that these drawings were publicly available because they are posted on a website operated by the State of Florida. However, the buildings depicted on that website and that are sold in Florida are different than the buildings Weather King

sold in the western U.S. Weather King has manufactured its portable buildings consistent with respective state regulations, and each state has different regulations. Florida's regulations, for instance, are designed around the portable buildings being built to withstand certain wind/hurricane damage. By contrast, in a state such as Colorado, regulations are designed so as to ensure that the buildings may withstand snow and other conditions.

22. Thus, the drawings for the buildings sold in Florida are virtually useless for anyone outside of Florida, and obtaining publicly-available engineering drawings for Florida buildings would not provide the same information for buildings that Weather King sold in the western U.S. Although drawings for certain buildings that Weather King sold in the West may be a matter of public record because the drawings for one specific building are posted with a customer's permit application, to my knowledge, there is no central publicly-available depository (whether on a state-run website or otherwise) in which the integration of Weather King's western U.S. building engineering drawings could be collectively accessed.

23. While certain individual customers are provided engineering drawings for the specific building the customer purchased in order to obtain permitting (where required), Weather King would not have provided any customer with *all* of its drawings. Similarly, it was Weather King's practice to provide dealers with drawings only applicable to the specific buildings that they sold rather than *all* of its drawings. To recreate these drawings, it would be necessary to spend tens of thousands of dollars hiring another engineer.

24. After Weather King dealers in the Western U.S. announced that they were ending their business relationship with Weather King, Weather King's counsel demanded that those dealers no longer return or destroy the engineering drawings that they possessed. A copy of one letter that Weather King's counsel submitted to one such dealer is attached hereto as Exhibit G.

25. As referenced above, Weather King possesses proprietary information revealing the vendors from whom it purchases raw materials, the types and amounts of materials purchased, and the pricing for those materials. The underlying information is based on many years of doing business and with the help of many personnel. The vendor relationships and the terms of procurement are confidential between the company and the vendor. The Defendants appeared to have typed this information up for their own use in one easy-access document that is akin to a retail company's customer list.

26. Defendants claim that "Shed Builder" magazine contains all this information. Shed Builder is a trade advertisement publication that allows raw materials suppliers to place advertisements. The pricing that vendors advertise is different than the special pricing that Weather King was able to negotiate. Prices that vendors charge Weather King are not publicly available. "Anyone in the business" cannot obtain longstanding relationships and preferred pricing simply by looking through a copy of this publication.

27. Headquartered in Paris, Tennessee (a small town), Weather King has only been in existence for about 15 years. Before 2017, there were about 15 Weather King employees crammed in a basement with one door. I believed it felt like a family and that we could trust one another.

28. The company grew and we moved into a new office in 2017. Leading up to the Defendants' departures, Weather King had approximately 20 employees working from its Paris office (with other employees in Florida and the western United States).

29. To my knowledge and based on my involvement and interactions within the community, no employer in Henry County, Tennessee, has ever had the level of security that Defendants suggest in their Motion for Summary Judgment should have been implemented. I believe the measures undertaken by Weather King, as set forth below, to be normal and customary in Henry County for a business of our size, tenure and type.

30. Many statements made in Mr. Maupin and Mr. Harrell's declarations about the measures taken by Weather King to safeguard its proprietary information are false and misleading.

31. Weather King has kept its Paris, TN office locked after business hours and protected by a security alarm system. We rarely have visitors come to the office and, when they do, there is always someone there and they would not be in a position to be privy to company documents. Outside of Paris, Weather King has operated manufacturing shops, which have locks and a varying combination of gates and security cameras at different locations.

32. Each Weather King office work computer requires a user ID and password, issued uniquely to each employee and not shared company-wide.

33. Weather King keeps its accounting and financial data as well as its manufacturing software data on a firewall-protected server at its Paris office. Weather King does not allow remote access to its server without permission and, to my knowledge, no one ever asked for permission other than our IT vendor, T.S. Micro. The server itself also requires a user ID and password. Weather King does not provide for access to server documents to its manufacturing shops. Physical access to the server has been secured with a lock, and only three employees Jennifer Hollingsworth, Denver Rhodes, and I) and T.S. Micro have had physical access to the server.

34. The accounting and financial data is stored on the server in QuickBooks. Weather King only provides QuickBooks access to nine employees, and the only Defendant that had QuickBooks access was Stephanie Gillespie. Gillespie only had access within QuickBooks to accounts payable and accounts receivable. Weather King has not kept its tax returns in the office or on its computer server.

35. The manufacturing data is stored in NumberCruncher. NumberCruncher also requires a user ID and password. No one at Weather King would have had any legitimate reason to export the data from NumberCruncher to their desktop as was found on Ms. Gillespie's computer.

36. If confidential information is printed, it has been our practice for it to be shredded after use.

37. Defendants claim that "employees are encouraged and allowed to store information on personal laptops and phones." This is not true. To my knowledge, this has never been encouraged. While company email is accessible on employee personal devices, this was not a license to use the phone for photographing and sending sensitive documents that they had no business looking at or sharing.

38. As a small business, Weather King may not have had formal written policies or meetings about confidentiality, but it certainly has been the company's expectation that proprietary information not be shared publicly, and there have been verbal discussions about keeping such information on a need-to-know basis and not sharing any sensitive information outside the

company. Generally, the Defendants (and others) were long-term employees, and Weather King trusted that these employees would exercise basic common sense (such as understanding when certain information is confidential) and do the right thing (such as not misappropriating confidential information). For instance, I did not think that Jesse Maupin (who had been with the company since 2010) or anyone else needed be told that it was company policy that he refrain from taking financial statements that were left in a sealed envelope addressed to someone else and left in a cubicle he did not use.

39. Weather King does not conduct background checks as we know our employees and have very low turnover.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.


JILL COKER

Date: July 19, 2023

EXHIBIT A

6/4/22, 4:44 PM

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03/01/22

Accrual Basis

Consolidated Industries, LLC
Profit & Loss
January through December 2021

Jan - Dec 21

Ordinary Income/Expense
Income

301000 - Sales

301002 - SALES-MONTEZUMA,GA
301007 - SALES-SEMINOLE, TX
301008 - SALES-MILAN, NM
301009 - SALES-AMARILLO, TX(EASTCO)
301010 - SALES-PEORIA, AZ
301011 - SALES-ARCADIA, FL
301012 - SALES-LAS VEGAS, NM
301013 - SALES-WILCOX, AZ
301014 - SALES-BUSHNELL, FL
301015 - SALES-BONIFAY, FL
301016 - SALES-KINGMAN, AZ
301000 - Sales - Other

Total 301000 - Sales

330000 - DISCOUNTS/CHARGEBACKS

Total Income

Cost of Goods Sold

440000 - MATERIAL PURCHASES

440002 - MATERIAL PURCHASES-MONTEZUMA,GA
440008 - MATERIAL PURCHASES-MILAN, NM
440009 - MATERIAL PURCHASES-PEORIA, AZ
440010 - MATERIAL PURCHASES-ARCADIA, FL
440011 - MATERIAL PURCHASES-LAS VEGAS, NM
440013 - MATERIAL PURCHASES-WILCOX, AZ
440014 - MATERIAL PURCHASES-BUSHNELL, FL
440015 - MATERIAL PURCHASES-BONIFAY, FL
440016 - MATERIAL PURCHASES - KINGMAN AZ

Total 440000 - MATERIAL PURCHASES

441000 - MATERIAL PURCHASE DISCOUNTS

441002 - PURCHASE DISCOUNT-MONTEZUMA,GA
441008 - PURCHASE DISCOUNTS - MILAN, NM
441009 - PURCHASE DISCOUNT-PEORIA, AZ
441010 - PURCHASE DISCOUNT-ARCADIA, FL
441011 - PURCHASE DISCOUNT-LAS VEGAS, NM
441013 - PURCHASE DISCOUNT-WILCOX, AZ
441014 - PURCHASE DISCOUNT-BUSHNELL, FL
441015 - PURCHASE DISCOUNT-BONIFAY, FL
441016 - PURCHASE DISCOUNT-KINGMAN AZ

Total 441000 - MATERIAL PURCHASE DISCOUNTS

442000 - CONTRACT BUILDERS

442002 - CONTRACT BUILD - MONTEZUMA,GA
442008 - CONTRACT BUILDERS - MILAN, NM
442009 - CONTRACT BUILDERS - PEORIA, AZ
442010 - CONTRACT BUILDERS-ARCADIA, FL
442011 - CONTRACT BUILDERS-LAS VEGAS, NM
442013 - CONTRACT BUILDERS - WILCOX, AZ
442014 - CONTRACT BUILDERS-BUSHNELL, FL
442015 - CONTRACT BUILDERS - BONIFAY, FL
442016 - CONTRACT BUILDERS - KINGMAN, AZ

Total 442000 - CONTRACT BUILDERS

443000 - PURCHASES FINISHED BUILDINGS

443003 - BUILDINGS PURCHASED-SEMINOLE, TX

Total 443000 - PURCHASES FINISHED BUILDINGS

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Consolidated Industries, LLC
Profit & Loss
January through December 2021

Jan - Dec 21

499000 · CHANGE IN INVENTORY<INC>DEC
499998 · AD CHANGE IN INVENTORY<INC>DEC
499999 · CHANGE IN INVENTORY<INC>DEC

Total 499000 · CHANGE IN INVENTORY<INC>DEC

Total COGS

Gross Profit

Expense

702 · WAGES

711 · SALES COMMISSIONS-NON EMPLOYEE

71001 · ADVERTISING REIMBURSEMENT

71002 · LOT ASSISTANCE

711 · SALES COMMISSIONS-NON EMPLOYEE - Other

Total 711 · SALES COMMISSIONS-NON EMPLOYEE

721 · DUES AND SUBSCRIPTIONS

722 · SALES TAX EXPENSE

723 · TAXES AND LICENSE

724 · STATE INCOME TAXES

725 · STATE FILING FEES

727 · FL BUILDING EXPENSES

727001 · FL INSIGNIA FEES

727002 · FL INSPECTION FEES

727003 · FL ENGINEERING/PLANS

Total 727 · FL BUILDING EXPENSES

728 · MERCHANT CREDIT CARD FEES

729 · MERCHANT CHECK FEES

730 · REPAIRS-FORKLIFTS

731 · REPAIRS, MAINT. & WARRANTY

731001 · REPAIR/DRIVE TIME

731002 · REPAIR MILAGE

731 · REPAIRS, MAINT. & WARRANTY - Other

Total 731 · REPAIRS, MAINT. & WARRANTY

732 · GENERAL REPAIRS

733 · AZ BUILDING EXPENSE

733002 · AZ ENGINEERING/PLANS

Total 733 · AZ BUILDING EXPENSE

734 · NM BUILDING EXPENSE

734002 · NM ENGINEERING/PLANS

Total 734 · NM BUILDING EXPENSE

735 · WASTE DISPOSAL

740 · SECURITY AND PROTECTION EXPENSE

744 · SHOP SUPPLIES

746 · SMALL TOOLS

747 · GENERAL SUPPLIES

748 · OFFICE SUPPLIES

751 · OFFICE RENT

752 · LOT RENT

755 · SHOP BUILDING LEASE

756 · SHOP BUILDING LEASE RENTAL TAX

758 · FILE SHARE/SECURE EMAIL

759 · FILE SHARE/EMAIL FROM DEALERS

758 · FILE SHARE/SECURE EMAIL - Other

Total 758 · FILE SHARE/SECURE EMAIL

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**Consolidated Industries, LLC
Profit & Loss**

January through December 2021

88814

Jan - Dec 21

760 - TELEPHONE
761 - UTILITIES EXPENSE
766 - ACC & MGT SERVICES
767 - LEGAL EXPENSES
769 - COMPUTER EXPENSE
770 - INSURANCE
771 - ADVERTISING EXPENSE
772 - CONTRACT LABOR
773 - DRUG TESTING
774 - MEALS & ENTERTAINMENT EXPENSE
775 - TRAVEL EXP
776 - LODGING EXPENSE
778 - BANK CHARGES/ANALYSIS FEES
781 - FUEL EXPENSE
783 - POSTAGE EXPENSE
784000 - FREIGHT/DELIVERY
704815 - FREIGHT - BONIFAY, FL
784002 - FREIGHT - MONTEZUMA, GA
784007 - FREIGHT - ARCADIA, FL
784008 - FREIGHT - SEMINOLE (NM)
784009 - FREIGHT - AMARILLO, TX
784010 - FREIGHT - MILAN, NM
784011 - FREIGHT - PEORIA, AZ
784012 - FREIGHT - LAS VEGAS, NM
784013 - FREIGHT - WILLCOX, AZ
784014 - FREIGHT - BUSHNELL, FL
784015 - FREIGHT - KINGMAN, AZ

Total 784000 - FREIGHT/DELIVERY

786 - BAD DEBTS

789 - MISC. EXPENSE

Total Expense

Net Ordinary Income

Other Income/Expense

Other Income

890 - SALES TAX COMMISSION

892 - INTEREST INCOME

895 - OVER/SHORTAGE

896 - MISCELLANEOUS INCOME

897 - DEALER OFFICE RENTAL INCOME

899 - CREDIT CARD REWARDS

902 - REBATES FROM VENDORS

Total 899 - MISCELLANEOUS INCOME

Total Other Income

Other Expense

83500 - DEPRECIATION EXPENSE

83600 - AMORTIZATION EXPENSE

898000 - GUARANTEED PAYMENTS

898001 - GUARANTEED PMTS - BERRYMAN, LLC

898004 - GUARANTEED PMTS - SULLIVAN

Total 898000 - GUARANTEED PAYMENTS

Total Other Expense

Net Other Income

Net Income

Page

EXHIBIT B

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03/01/22

Accrual Basis

Consolidated Industries, LLC
Balance Sheet
As of December 31, 2021

Dec 31, 21

ASSETS

Current Assets

Checking/Savings

104 - REGIONS

105 - CASH IN BANK-FIRST BANK

106 - FIRST BANK- MONEY MARKET

Total Checking/Savings

Accounts Receivable

11000 - ACCOUNTS RECEIVABLE

Total Accounts Receivable

Other Current Assets

129000 - OTHER CURRENT ASSETS

129018 - DUE FROM CHECK BY PHONE RETURNS

129031 - PREPAID TAXES

12912 - DUE FROM [REDACTED]

12914 - PREPAID RENT

129999 - DUE FROM VENDORS

30023 - DUE FROM [REDACTED]

30025 - DUE FROM [REDACTED]

30026 - DUE FROM [REDACTED]

30027 - DUE FROM [REDACTED]

Total 129000 - OTHER CURRENT ASSETS

131000 - RAW MATERIALS

131002 - RAW MATERIALS-MONTEZUMA, GA

131008 - RAW MATERIALS-MILAN, NM

131009 - RAW MATERIALS - ARCADIA, FL

131010 - RAW MATERIALS-PEORIA, AZ

131011 - RAW MATERIALS-LAS VEGAS, NM

131012 - RAW MATERIALS - WILLCOX, AZ

131014 - RAW MATERIALS-BUSHNELL, FL

131015 - RAW MATERIALS - BONIFAY, FL

131016 - RAW MATERIALS - KINGMAN, AZ

Total 131000 - RAW MATERIALS

133001 - IRC SECTION 263A INVENTORY

13301 - AO FINISHED GOODS

Total Other Current Assets

Total Current Assets

Fixed Assets

15000 - FURNITURE & EQUIPMENT

15200 - Buildings and Improvements

15400 - CUSTOM SOFTWARE/WEBSITE

15900 - LEASEHOLD IMPROVEMENTS

17000 - ACCUMULATED DEPRECIATION

17001 - ACCUMULATED AMORTIZATION

Total Fixed Assets

Page *

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Consolidated Industries, LLC
Balance Sheet
As of December 31, 2021

Dec 31, 21

Other Assets

191 - SECURITY DEPOSIT
19200 - NON COMPETE [REDACTED]
19201 - NONCOMPETE [REDACTED]
19401 - GOODWILL [REDACTED]
19501 - START UP COSTS LAS VEGAS NM
19502 - START UP COSTS WILLCOX AZ
19503 - START UP COSTS BUSHNELL, FL

Total Other Assets

TOTAL ASSETS

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable
20000 - ACCOUNTS PAYABLE

Total Accounts Payable

Other Current Liabilities

247001 - DUE TO VENDORS
247018 - DUE TO RENTAL COMPANIES-Checks
247019 - DUE TO RENTAL COMPANIES-CASH
247020 - DUE TO RENTAL COMPANIES-VISA

Total 247001 - DUE TO VENDORS

247045 - DUE TO [REDACTED]
25500 - Sales Tax Payable

Total Other Current Liabilities

Total Current Liabilities

Total Liabilities

Equity

28099 - MEMBERS' EQUITY
282 - BERRYMAN, LLC-BEGINNING EQUITY
28201 - BERRYMAN, LLC-CPTL DISTRIBUTED
28202 - BERRYMAN, LLC-CPTL CONTRIBUTED
203 - HAM INV. GROUP-BEG. EQUITY
28301 - HAMM, INV. GROUP-CAPL DISTR
28302 - HAMM, INV. GROUP-CPTL CONTRIB.
204 - PMB INV.-BEGINNING EQUITY
28401 - PMB INV.-CAPITAL DISTRIBUTED
28402 - PMB INV.-CAPITAL CONTRIBUTED
285 - DAVID SULLIVAN-BEGINNING EQUITY
28501 - D. SULLIVAN-CAPITAL DISTRIBUTED
28502 - D. SULLIVAN-CAPITAL CONTRIBUTED

Total 28099 - MEMBERS' EQUITY

32000 - Members Equity
Net Income

Total Equity

TOTAL LIABILITIES & EQUITY

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EXHIBIT C

6/13/22, 10:40 AM

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END OF MONTH INVENTORY COUNT 2021

DATE	ARIZONA	COLORADO	NEW MEXICO	FLORIDA	TEXAS	TOTAL
2021						
JANUARY	387	56	387		41	
FEBRUARY	439	60	417		38	
MARCH	409	68	445		40	
APRIL	355	81	428		43	
MAY	318	84	420		33	
JUNE	317	85	437		35	
JULY	324	87	408		31	
AUGUST	321	95	452		36	
SEPTEMBER	374	95	483		52	
OCTOBER	368	91	467		50	
NOVEMBER	316	93	472		46	
DECEMBER	307	95	488		50	

EXHIBIT D

WESTERN AREA DOLLAR BUILDING PROFIT

PAGE 1 OF 4

BUILDING STYLE		4/15/20									
Painted Barn	SIZE	COST	RETAIL	COST % RETAIL	\$ PROFIT	COST	RETAIL	COST % RETAIL	\$ PROFIT	\$ PROFIT CHANGE	
	8X12										
	10X12										
Painted Side Cabin	SIZE	COST	RETAIL	COST % RETAIL	\$ PROFIT	COST	RETAIL	COST % RETAIL	\$ PROFIT	\$ PROFIT CHANGE	
	12x24										
	12x30										
	12x32										
Painted Cabin	SIZE	COST	RETAIL	COST % RETAIL	\$ PROFIT	COST	RETAIL	COST % RETAIL	\$ PROFIT	\$ PROFIT CHANGE	
	8x12										
	8x16										
	10x18										
	10x20										
	12x24										
	12x30										
	12x32										
Painted Deluxe Side Cabin	SIZE	COST	RETAIL	COST % RETAIL	\$ PROFIT	COST	RETAIL	COST % RETAIL	\$ PROFIT	\$ PROFIT CHANGE	
	12x24										
	12x30										
	12x32										

WESTERN AREA DOLLAR BUILDING PROFIT

PAGE 2 OF 4

Painted Utility	SIZE	COST	RETAIL	COST % RETAIL	\$ PROFIT	COST	RETAIL	COST % RETAIL	\$ PROFIT	\$ PROFIT CHANGE
	8x12									
	10x12									
	10x16									
	10x20									
	12x16									
	12x20									
	12x24									
	12x30									
	12x32									

Painted Side Utility	SIZE	COST	RETAIL	COST % RETAIL	\$ PROFIT	COST	RETAIL	COST % RETAIL	\$ PROFIT	\$ PROFIT CHANGE
	8x12									
	10x12									
	10x16									
	10x20									
	12x16									
	12x20									
	12x24									
	12x30									
	12x32									

Painted Portable Garage	SIZE	COST	RETAIL	COST % RETAIL	\$ PROFIT	COST	RETAIL	COST % RETAIL	\$ PROFIT	\$ PROFIT CHANGE
	10x20									
	12x16									
	12x20									
	12x24									
	12x30									
	12x32									
	12x36									
	12x40									

WESTERN AREA DOLLAR BUILDING PROFIT

PAGE 3 OF 4

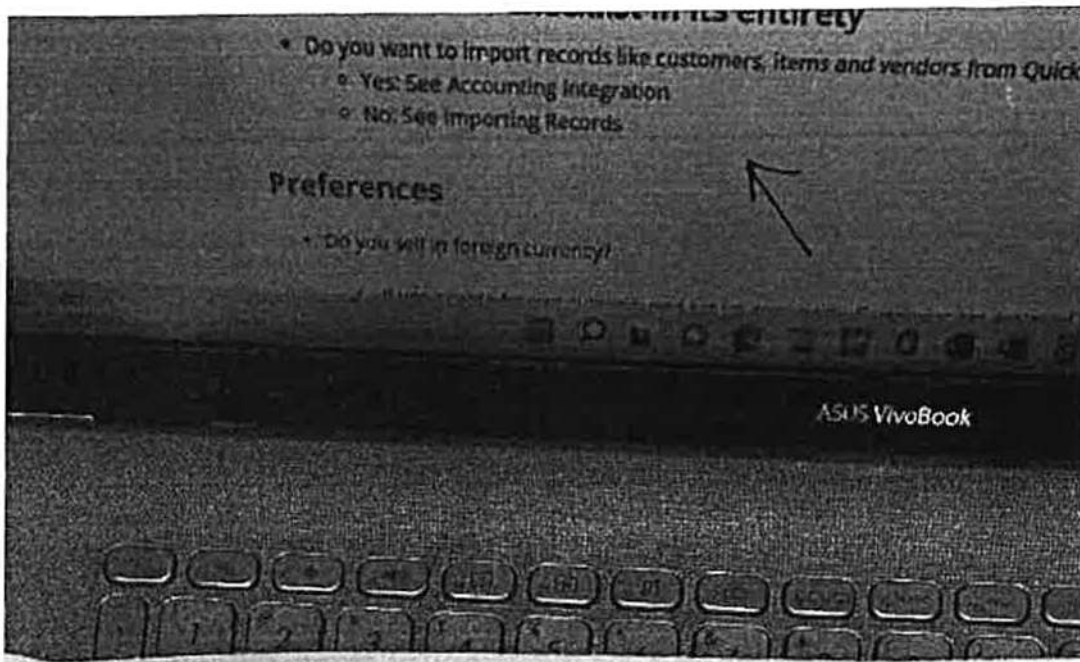
Painted Lofted Barn Garage	SIZE	COST	RETAIL	COST % RETAIL	\$ PROFIT	COST	RETAIL	COST % RETAIL	\$ PROFIT	\$ PROFIT CHANGE
	12x20									
	12x24									
	12x30									
	12x32									
	12x36									
	12x40									
Painted Lofted Barn	SIZE	COST	RETAIL	COST % RETAIL	\$ PROFIT	COST	RETAIL	COST % RETAIL	\$ PROFIT	\$ PROFIT CHANGE
	8x12									
	8x14									
	8x16									
	8x18									
	8x20									
	10x10									
	10x12									
	10x14									
	10x16									
	10x18									
	10x20									
	12x16									
	12x20									
	12x24									
	12x30									
	12x32									
Painted Side Lofted Barn	SIZE	COST	RETAIL	COST % RETAIL	\$ PROFIT	COST	RETAIL	COST % RETAIL	\$ PROFIT	\$ PROFIT CHANGE
	8x12									
	10x10									
	10x12									
	10x16									
	10x20									
	12x16									
	12x20									
	12x24									
	12x30									
	12x32									

WESTERN AREA DOLLAR BUILDING PROFIT

PAGE 4 OF 4

Painted Side Lofted Barn Cabin	SIZE	COST	RETAIL	COST % RETAIL	\$ PROFIT	COST	RETAIL	COST % RETAIL	\$ PROFIT	\$ PROFIT CHANGE
	10x18									
	10x20									
	12x20									
	12x24									
	12x30									
	12x32									
Painted Lofted Barn Cabin	SIZE	COST	RETAIL	COST % RETAIL	\$ PROFIT	COST	RETAIL	COST % RETAIL	\$ PROFIT	\$ PROFIT CHANGE
	8x16									
	10x18									
	10x20									
	12x20									
	12x24									
	12x30									
	12x32									
Painted Deluxe Side Lofted Barn Cabin	SIZE	COST	RETAIL	COST % RETAIL	\$ PROFIT	COST	RETAIL	COST % RETAIL	\$ PROFIT	\$ PROFIT CHANGE
	12x24									
	12x30									
	12x32									
Painted Horse Barn	SIZE	COST	RETAIL	COST % RETAIL	\$ PROFIT	COST	RETAIL	COST % RETAIL	\$ PROFIT	\$ PROFIT CHANGE
	12x20									
	12x32									
EMUTS	SIZE	COST	RETAIL	COST % RETAIL	\$ PROFIT	COST	RETAIL	COST % RETAIL	\$ PROFIT	\$ PROFIT CHANGE
	8x12									
	10x12									

EXHIBIT E



Copper						
Red		8	4		4	
Windows						
Transom						
Garage Door 6'						
Hardware						
Hinges						
		3	3			
Exterior Finish						

Do you sell in foreign currency?

ASUS VivoBook

		Last Wk OH	Actual OH	On Order	Order
STAPLES					
SCREWS					

[illegible]

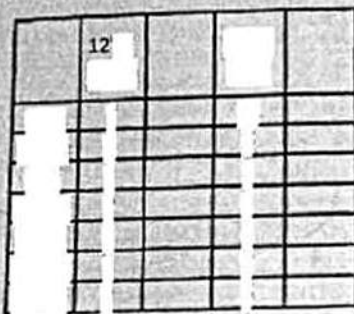
Weather King of AZ

Date 44655

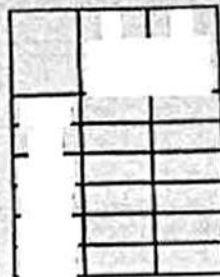
Metal Roof Panel Inventory (SHEETS)



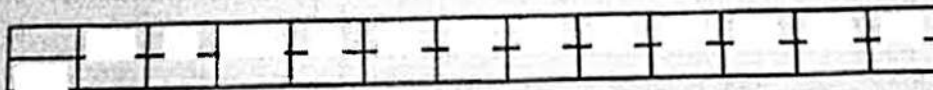
Aerial Ridge & Rake Inventory (picks)



Metal Screws Inventory (case)



Metal Inventory for EMUTs (inches)



ATM

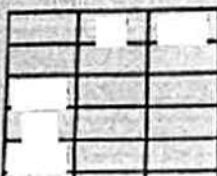


EXHIBIT F

2/26/23, 2:31 PM

Gmail - Re: 4th quote



Dawnette Brown <shedwerxmilan@gmail.com>

Re: 4th quote

1 message

JESSE MAUPIN <jesse@americanbarnco.com>

Mon, Jun 27, 2022 at 3:25 PM

To: Eric Schauers <emanim@icloud.com>

Cc: "shedwerxmilan@gmail.com" <shedwerxmilan@gmail.com>

The Denver gable price on this one is incorrect for the polar white the count should have been 120 not 1220 so that price should be reduced other than that please ship! Thanks

Jesse Maupin
American Barn Co.
P. O. Box 1600
Phone (270) 917-1534
Fax (270) 917-1537
Cell (270) 970-9453
Email jesse@americanbarnco.com



From: Eric Schauers <emanim@icloud.com>

Sent: Monday, June 27, 2022 2:38 PM

To: JESSE MAUPIN <jesse@americanbarnco.com>

Subject: 4th quote

Sent from my iPhone

Weather King Arizona, Colorado, & New Mexico Driver Dealer List

Drivers Name	Phone #	Lot Name	Lot Address	City, State	Dealer Name	Phone Number
Oscar Rascon	505- [REDACTED]					
[REDACTED]@gmail.com		Ponderosa Portables	2 Frontage Rd. 2146	Las Vegas, NM	Annette Ratzlaff	505- [REDACTED]
		Rocky Mountain Storage	2502 7th st	Las Vegas, NM	Jose Trujillo	505- [REDACTED]
		WK of Santa Rosa	256 Historic Route 66	Santa Rosa, NM	Lou Chavez	575- [REDACTED]
		WK of Ft. Sumner	26450 US Hwy 60	Ft. Sumner, NM	Darrin Burns	575- [REDACTED]
		Tucumcari Ranch Sup.	502 S. Lake Street	Tucumcari, NM	Stella Watson	575- [REDACTED]
		The Veggie Shack	42609 US Hwy 70	Portales, NM	Marc Balco	575- [REDACTED]
Ever Anchondo	505- [REDACTED]					
[REDACTED]@gmail.com		WK of Gallup	1315 US Hwy 491	Grants, NM	Joe Athens	505- [REDACTED]
		American Outdoors	2851 White Sands Blvd	Alamogordo, NM	Jim Coble	575- [REDACTED]
		West Side WeatherKing	9400 Central SW	ABQ, NM	Joe Montoya	505- [REDACTED]
		Circle A Farms	125 Pine Lodge	Capitan, NM	Penny Almond	575- [REDACTED]
		Lotza Stuff	226 Hwy 70	Ruidoso Downs, NM	Shamie Mills	575- [REDACTED]
		WK of Ganado	Hwy 264/191	Ganado, AZ	Sherry Barnall	928- [REDACTED]
Orlando Anchondo	505- [REDACTED]					
[REDACTED]@gmail.com		Chama Valley Sheds	498 Hwy 84/64	Chama, NM	Leon Beier	575- [REDACTED]
		WK of Cuba	6388 Highway 50	Cuba, NM	Aparcio Herrera	505- [REDACTED]
		Bldgs, Cabins & Sheds	1602 S Broadway	Cortez, CO	Boyd Hurford	970- [REDACTED]
		Pagosa Mtn. Durango	907 Camino Del Rio	Durango, Co.	David Wegher	[REDACTED] 928- [REDACTED]
		Pagosa Mtn. Outdoor	2901 Cornerstone Dr.	Pagosa Sprngs, CO	Ann Ellerman	928- [REDACTED]
Ray Merwin	719- [REDACTED]					
[REDACTED]@gmail.com		Candelario's	600 Kiowa Ave.	Raton, NM	Rita Martinez	575- [REDACTED]
		WK of Lamar	1712 S. Main St.	Lamar, CO	Jeff Hernandez	719- [REDACTED]
		WK of Springfield	Main St.	Springfield, CO	Darrell Mackey	719- [REDACTED]
		Darling Portables	43492 St. Rt. Hwy 71	Limon, CO	Vonnie Darling	719- [REDACTED]
		WK of Falcon	9025 Chicago Ave.	Peyton, CO	Shana Potts	719- [REDACTED]
		Rocky Mtn. Bldg. Mat	26990 E. Hwy 96	Pueblo, CO	Paul Carter	719- [REDACTED]
		JS Service & Repair	41 Greenhorn Dr.	Pueblo, CO	Chelene Summers	719- [REDACTED]
		WK of Pueblo	4107 W Northern Ave	Pueblo, CO	Bob Hobson	719- [REDACTED]

Drivers Name	Phone #	Lot Name	Lot Address	City, State	Dealer Name	Phone Number
		WK of San Luis Valley	1403 Tremont Ave	Alamosa, CO	Ann Ellerman	928-
		WK of Walsenburg	1100 W 7th St	Walsenburg, CO	Jessica Andreatta	719
Chuck Heald	719-					
@healdworks.com		Healdworks	15451 West Hwy 60	Del Norte, CO	Joni Fernholdtz	719
Henry Peters	432-					
@gmail.com		Anchondo Portables	605 E. Marland Dr.	Hobbs, NM	Mario Anchondo	432
		Rob's Trailers	6487 Seven Rivers Hwy	Artesia, NM	Janet Livingston	575
		Security Key & Safe	1607 W. 2nd St.	Roswell, NM	Colt Gipson	575
		Hobbs Storage	5220 A Lovington Highway	Hobbs, NM	Kristy Cabderon	432
		Cowboy's Corner	1002 N. Main St.	Lovington, NM	Alex Banks	575
Estevan Martinez	915-					
Manuel Rascon	505-					
@gmail.com		WK of Bernalillo	223 W. Highway 550	Bernalillo, NM	Bob Atler	505
		Tom's Portables	2617 Coors Blvd SW	Albuquerque, NM	Tom Stewart	505
		Portable Bldg. of NM	US Route 66	Moriarty, NM	Jeanne Dvorak	505
		WK of Peralta	1665 Bosque Farms Blvd	Peralta, NM	Daniel Zamora	505
		Southwest Emporium	1422 Frontage Road	Belen, NM	Robert Gabalderon	505
		Lemitar Auctions	34 S.E. Frontage Rd.	Lemitar, NM	Rene Burns	575
		Weather King on Brdwy	8226 Broadway SE	ABQ, NM	Tom Richardson	505
Marcus Broom	915-					
		WK of Las Cruces	1501 S. Valley Dr.	Las Cruces, NM	Ron Pelzel	575
		WK of Truth or Conseq	1409 Date St.	T or C, NM	Cheryl McKinney	575
		Priscilla's Sheds	12429 Alameda	Clint, TX	Priscilla Gaona	915
		WK of Socorro	100 Settler	El Paso, TX	Jose Cortez	915
Renea Chivira	575-					
		Classy Sheds	10175 Dyer Street	El Paso, TX	Janelle Rocca	915
		Finns Portables	8020 Alameda	El Pas, TX	Hilda Finn	915
		WK of Deming	1020 E. Pine	Deming, NM	Ron Pelzel	575
Bryan Hyer	970-					
@gmail.com		AZ Port. White Mtn.	2201 E. Duece of Clubs	Show Low, AZ	Brandon Perkins	928

Drivers Name	Phone #	Lot Name	Lot Address	City, State	Dealer Name	Phone Number
		WK of St. Johns	895 W. Cleveland	St. Johns, AZ	Tim Smith	928
		Triple 7 Eagar	777 N. Main St.	Eagar, AZ	Jim Finch	928
		WK of Hollbrook	1101 Hopi Dr.	Hollbrook, AZ	Paul Ortega	928
		Black Barns	402 W. Second St.	Winslow, AZ	Caryna Johnson	928
		Big G's	380 N. Haskell Ave.	Wilcox, AZ	Garrett Douglas	520
		WK of Safford	870 US Hwy 70 E.	Safford, AZ	Rob Lomax	928
		WK of Silver City	2800 Hwy 180 E.	Silver City, NM	Dan Alexander	575
Brian Lassen	520-					
	@gmail.com	Firehouse Rillito	11601 N. Casa Grande Hwy	Rillito, AZ	Kathy Holly	520
		West Ajo Feed	4602 W. Ajo Hwy	Tucson, AZ	Vinnie Aqualina	520
		WK of Sahuarita	16115 S. Three Wells Court	Sahuarita, AZ	Colby Fryar	520
		Firehouse Whetstone	2265 Arizona 90	Huachuca City, AZ	Cherie Austin	520
		Firehouse Sierra Vista	1800 S. Hwy 92	Sierra Vista, AZ	Cherie Austin	520
		Firehouse Pearce	101 N. Frontage Rd.	Pearce, AZ	Cherie Austin	520
		Triple L Feed	13700 N. Sandario Road	Marana, AZ	Deanna Lamoreaux	520
		WK of Catalina	16181 N. Oracle Rd.	Catalina, AZ	Joe Pate	520
Rueben Smith	623-					
	@gmail.com	Stockton Hill	4518 Stockton Hill Rd.	Kingman, AZ	Levi Reed	928
		Portable Wood Shed	5101 Hwy 68	Golden Valley, AZ	Scott Rice	928
		Acme Storage	406 E. Historic Route 66	Seligman, Az	Ken Dobson	928
		Bromm Auto	655 E. Wickenburg Way	Wickenburg, AZ	Ed Hunt	928
		WK of Arizona	9221 W. Cactus Blvd	Peoria, AZ	Daniel Herschberger	623
Kyron Koehn	623-					
	@gmail.com	Baize LLC	2665 S. State Route 89	Chino Valley, AZ	Pat Baize	928
		Richard's Garden Cntr	26840 N. Black Canyon Hwy	Phoenix, AZ	Paul Pingatore	623
		WK of Cottonwood	4151 E. Western Drive	Cottonwood, AZ	Melissa Favrow	928
		WK of Winona	13673 Townsend Dr.	Winona, AZ	Chris Baze	928
Louis Romero	623-					
	@gmail.com	Portable Bldg Ideas	10179 E. South Frontage Rd.	Yuma, AZ	Carl Johnson	928
		Finishing Touches	1700 N. 2nd Avenue	Ajo, AZ	Mike George	602

Drivers Name	Phone #	Lot Name	Lot Address	City, State	Dealer Name	Phone Number
		Allbrite Fencing	18421 W. McDowell Rd.	Goodyear, AZ	Lauri	623-
		WK of Casa Grande	1740 N. Pinal Ave	Casa Grande, AZ	Robin Keeling	520-
Wes Ennz	623-					
@gmail.com		AZ Port. Apache Jnct	10838 E. Apache Trail	Apache Jct, AZ	Brandon Perkins	928-
		WK of Parker	1204 S. Kofa Rd.	Parker, AZ	Scott Rice	928-
		WK of Globe	1755 N. Broad St.	Globe, AZ	Lavecka Bade	928-
		WK of Baseline	4228 E. Baseline Rd.	Phoenix, AZ	Robbie Mathers	480-
Desert Rose Trking	575-					
Larry Jaramillo	575-	WK of Pojoaque	94 Cities of Gold	Santa Fe, NM	Larry Jaramillo	575-
@gmail.com		WK of Taos	1411 Paseo Del Puebli Sir	Taos, NM	Larry Jaramillo	575-
Scott Curtis	719-	4 Corners Farmington	7939 E. Main Street	Farmington, NM	Dawnette Brown	719-
@gmail.com		4 Corners Kirtland	4194 Highway 64	Kirtland, NM	Dawnette Brown	719-
		WK of Grants	5 Naomi Drive	Grants, NM	Dawnette Brown	719-

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EXHIBIT G

BUTLER | SNOW

November 16, 2022

VIA FEDERAL EXPRESS

Allbrite Fencing
ATTN: Lauri
18421 W. McDowell Rd.
Goodyear, AZ 85395
allbriematerials@gmail.com

Re: Consolidated Industries, LLC d/b/a Weather King Portable Buildings

Dear Lauri:

Recently, our client, Consolidated Industries, LLC d/b/a Weather King Portable Buildings (“Weather King”) has encountered evidence in which building permit applications have been submitted by third-parties using Weather King’s plans/drawings and listing Weather King as the contractor, even though Weather King was not the contractor and Weather King did not authorize the use of its plans.

For example, enclosed herewith is a permit application submitted on or about October 14, 2022. The “Contractor Information” identifies Jesse Maupin of “Consolidated Industries d/b/a Weather King Portable Buildings” as the “Qualifying Party” and his signature is affixed as “Permit Holder.” Mr. Maupin, however, has not been affiliated with Weather King since the termination of his employment on June 1, 2022. The application also designates Kevin Nolan, P.E. as the “Project Architect.” Mr. Nolan, however, has only prepared plans for Weather King and did not prepare any plans for use by the owner, nor the dealer or builder who built the unit for the owner’s use. The plans submitted with the application were indeed prepared by Mr. Nolan on behalf of Weather King and specify Weather King’s name.

After Weather King brought this issue to Mr. Maupin’s attention, Mr. Maupin (through counsel) responded, *inter alia*, that “American Barn’s dealers all possess drawings previously belonging to Weather King” and that “[a]t times those dealers affix Mr. Maupin’s signature to permit applications.”

Weather King has never authorized its drawings to be used in furtherance of any business other than Weather King business. To the extent that your company has been using any of Weather King’s drawings/plans/blueprints prepared by Mr. Nolan, Weather King demands that you immediately cease and desist from doing so. Weather King further demands that none of its drawings/plans/blueprints be used in connection with any building permit applications and that

*The Pinnacle at Symphony Place
150 3rd Avenue South, Suite 1600
Nashville, TN 37201*

DAVID L. JOHNSON
615.651.6731
david.johnson@butlersnow.com

T 615.651.6700
F 615.651.6701
www.butlersnow.com

BUTLER SNOW LLP

November 16, 2022

Page 2

Weather King's name not otherwise be used in connection with any such applications in the absence of Weather King's written permission. Nor should Weather King's insignia be used in connection with the sale, distribution, marketing, or promotion of any non-Weather King products.

In addition, Weather King demands that, no later than Wednesday, November 23, 2022, your company respond in writing to this letter by: (a) returning all Weather King drawings/plans/blueprints or any other Weather King property in your possession; (b) confirming that any electronically-stored copies of such Weather King property have been destroyed; (c) assuring that your company will not make use of any Weather King property in the future; and (d) explaining the circumstances in which your company has made use of any Weather King property in furtherance of any business other than Weather King business.

Thank you for your immediate attention to this matter, and please let me know if you have any questions about Weather King's expectations.

Very truly yours,

Butler Snow LLP

David L. Johnson

DLJ:sc

Enc.

cc: John Dollarhide

66494792.v1